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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

ROB GRABOW, an individual;  
PARADISE VALLEY PICTURES  
LLC, a Montana limited liability  
company,

Plaintiffs,

v.

NETFLIX, INC., a Delaware  
corporation; LEBRON JAMES, an  
individual; SPRINGHILL  
ENTERTAINMENT LLC, a Delaware  
limited liability company; CHERNIN  
ENTERTAINMENT, LLC, a Delaware  
limited liability company; WISE  
ENTERTAINMENT, INC. a California  
corporation; LAKE ELLYN  
ENTERTAINMENT, INC., a California  
corporation; STERLIN HARJO, an  
individual; SYDNEY FREELAND, an  
individual; BRIT HENSEL, an  
individual; and DOES 1-20, inclusive,

Defendants.

Case No. 2:24-cv-09822-FLA-PDx

**STIPULATED PROTECTIVE  
ORDER**

☐ Check if submitted without material  
modifications to PD form

*Judge: Fernando L. Aenlle-Rocha*

Trial Date: September 8, 2026

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential or highly confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential or highly confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This action is likely to involve trade secret and other valuable commercial, financial, technical, and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is justified. Such confidential and proprietary information consists of confidential business or financial information, information regarding confidential business practices, and information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

Due to the historical personal relationship between certain Parties to this action, this action may also involve highly confidential, highly personal and sensitive communications of an intimate nature, disclosure of which—even to other Parties to this action—would violate those Parties’ privacy rights. For example,

1 Defendants Sterlin Harjo and Brit Hensel were in a long-term relationship and  
2 cohabitated for years, including during portions of the time period reasonably at  
3 issue in this case. Many of their communications involve highly personal and  
4 intimate matters that lie at the core of their constitutional right to privacy. While  
5 those matters are not relevant to the issues in this litigation, the Parties anticipate  
6 that, in the absence of a Highly Confidential-Attorneys' Eyes Only designation  
7 level, disputes may arise between the Parties regarding the proper scope of  
8 discovery that would likely result in the expenditure of significant Party and judicial  
9 resources in connection with discovery disputes, motion practice, and potentially the  
10 need for in camera review by the Magistrate Judge and the District Court.

11 To expedite the flow of information, to help with the prompt resolution of  
12 disputes over confidentiality of discovery materials and to protect adequately  
13 information the Parties have the right to keep confidential, to make sure the Parties  
14 are allowed reasonable necessary uses of such material to prepare for and in the  
15 conduct of trial, to address their handling at the end of the litigation, and to serve the  
16 ends of justice, a protective order for this information is justified in this action. It is  
17 the intent of the Parties that information will not be designated as confidential or  
18 highly confidential for tactical reasons and that nothing be so designated without a  
19 good faith belief that it has been maintained in a confidential, non-public manner,  
20 and there is good cause why it should not be part of the public record.

21 2. DEFINITIONS

22 2.1 Action: this pending federal lawsuit.

23 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
24 of information or items under this Order.

25 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
26 how it is generated, stored or maintained) or tangible things that qualify for protection  
27 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
28 Cause Statement.

1           2.4   Counsel: Outside Counsel of Record and House Counsel (as well as their  
2 support staff).

3           2.5   Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

6           2.6   Disclosure or Discovery Material: all items or information, regardless  
7 of the medium or manner in which it is generated, stored, or maintained (including,  
8 among other things, testimony, transcripts, and tangible things), that are produced or  
9 generated in disclosures or responses to discovery in this matter.

10          2.7   Expert: a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
12 an expert witness or as a consultant in this Action.

13          2.8   “HIGHLY CONFIDENTIAL” Information or Items: information  
14 (regardless of how it is generated, stored or maintained) or tangible things which  
15 belong to a Designating Party who believes in good faith that the Disclosure of such  
16 information to another Party or non-Party would create a substantial risk of serious  
17 personal or financial injury and/or invasion of privacy that cannot be avoided by less  
18 restrictive means.

19          2.9   House Counsel: attorneys who are employees of a Party to this Action.  
20 House Counsel does not include Outside Counsel of Record or any other outside  
21 counsel.

22          2.10   Non-Party: any natural person, partnership, corporation, association, or  
23 other legal entity not named as a Party to this action.

24          2.11   Outside Counsel of Record: attorneys who are not employees of a Party  
25 to this Action but are retained to represent or advise a Party to this Action and have  
26 appeared in this Action on behalf of that Party or are affiliated with a law firm which  
27 has appeared on behalf of that Party, and includes support staff.

28          2.12   Party: any Party to this Action, including all of its officers, directors,

1 employees, consultants, retained experts, and Outside Counsel of Record (and their  
2 support staffs).

3 2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
4 Discovery Material in this Action.

5 2.14 Professional Vendors: persons or entities that provide litigation support  
6 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
8 and their employees and subcontractors.

9 2.15 Protected Material: any Disclosure or Discovery Material that is  
10 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

11 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
12 from a Producing Party.

13 3. SCOPE

14 The protections conferred by this Stipulation and Order cover not only  
15 Protected Material (as defined above), but also (1) any information copied or extracted  
16 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
17 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
18 or their Counsel that might reveal Protected Material.

19 Any use of Protected Material at trial will be governed by the orders of the trial  
20 judge. This Order does not govern the use of Protected Material at trial.

21 4. DURATION

22 Even after final disposition of this litigation, the confidentiality obligations  
23 imposed by this Order will remain in effect until a Designating Party agrees otherwise  
24 in writing or a court order otherwise directs. Final disposition will be deemed to be  
25 the later of (1) dismissal of all claims and defenses in this Action, with or without  
26 prejudice; and (2) final judgment herein after the completion and exhaustion of all  
27 appeals, rehearings, remands, trials, or reviews of this Action, including the time  
28 limits for filing any motions or applications for extension of time pursuant to

1 applicable law.

2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Non-Party that designates information or items for protection under this  
5 Order must take care to limit any such designation to specific material that qualifies  
6 under the appropriate standards.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations  
8 that are shown to be clearly unjustified or that have been made for an improper  
9 purpose (e.g., to unnecessarily encumber the case development process or to impose  
10 unnecessary expenses and burdens on other parties) may expose the Designating Party  
11 to sanctions.

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in  
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic documents,  
22 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
23 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY  
24 CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
25 contains protected material.

26 A Party or Non-Party that makes original documents available for  
27 inspection need not designate them for protection until after the inspecting Party has  
28 indicated which documents it would like copied and produced. During the inspection



1 and before the designation, all of the material made available for inspection will be  
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
3 it wants copied and produced, the Producing Party must determine which documents,  
4 thereof, qualify for protection under this Order. Then, before producing the specified  
5 documents, the Producing Party must affix the appropriate “CONFIDENTIAL  
6 legend” to each page that contains Protected Material.

7 (b) for testimony given in depositions the Designating Party may provisionally  
8 designate the entirety of the deposition testimony as “CONFIDENTIAL,” with the  
9 obligation to identify more specific portions of testimony as to which protection is  
10 sought within 30 days following the receipt of the deposition transcript (or within the  
11 time otherwise agreed by the Parties).

12 (c) for information produced in some form other than documentary and for any  
13 other tangible items, that the Producing Party affix in a prominent place on the exterior  
14 of the container or containers in which the information is stored the appropriate  
15 “CONFIDENTIAL legend.”

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
17 failure to designate qualified information or items does not, standing alone, waive the  
18 Designating Party’s right to secure protection under this Order for such material.  
19 Upon timely correction of a designation, the Receiving Party must make reasonable  
20 efforts to assure that the material is treated in accordance with the provisions of this  
21 Order.

## 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party will initiate the dispute  
27 resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1  
28 et seq.

1           6.3    The burden of persuasion in any such challenge proceeding will be on  
2 the Designating Party. Frivolous challenges, and those made for an improper purpose  
3 (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may  
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
5 or withdrawn the confidentiality designation, all Parties will continue to afford the  
6 material in question the level of protection to which it is entitled under the Producing  
7 Party's designation until the Court rules on the challenge.

8    7.    ACCESS TO AND USE OF PROTECTED MATERIAL

9           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
10 disclosed or produced by another Party or by a Non-Party in connection with this  
11 Action only for prosecuting, defending, or attempting to settle this Action. Such  
12 Protected Material may be disclosed only to the categories of persons and under the  
13 conditions described in this Order. When the Action has been terminated, a Receiving  
14 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

15           Protected Material must be stored and maintained by a Receiving Party at a  
16 location and in a secure manner that ensures that access is limited to the persons  
17 authorized under this Order.

18           7.2    Disclosure of "CONFIDENTIAL" Information or Items. Unless  
19 otherwise ordered by the court or permitted in writing by the Designating Party, a  
20 Receiving Party may disclose any information or item designated  
21 "CONFIDENTIAL" only to:

22           (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
23 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
24 disclose the information for this Action;

25           (b) the officers, directors, and employees (including House Counsel) of the  
26 Receiving Party to whom disclosure is reasonably necessary for this Action;

27           (c) Experts (as defined in this Order) of the Receiving Party to whom  
28 disclosure is reasonably necessary for this Action and who have signed the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the Court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
5 to whom disclosure is reasonably necessary for this Action and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or a  
8 custodian or other person who otherwise possessed or knew the information;

9 (h) any deposition or non-trial hearing witness in the Action (including, for the  
10 avoidance of doubt, in preparation for such testimony) who previously did not have  
11 access to the CONFIDENTIAL Materials (including any counsel for such  
12 individuals), provided: (1) the witness signs the form attached as Exhibit A hereto;  
13 and (2) the witness will not be permitted to keep any confidential information unless  
14 otherwise agreed by the Designating Party or ordered by the court. Pages of  
15 transcribed deposition testimony or exhibits to depositions that reveal Protected  
16 Material may be separately bound by the court reporter and may not be disclosed to  
17 anyone except as permitted under this Stipulated Protective Order;

18 (i) any mediator or settlement officer, and their supporting personnel, mutually  
19 agreed upon by any of the Parties engaged in settlement discussions; and

20 (j) the Parties.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

22 Unless otherwise ordered by the court or permitted in writing by the Designating  
23 Party, a Receiving Party may disclose any information or item designated “HIGHLY  
24 CONFIDENTIAL” only to:

25 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
26 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
27 disclose the information for this Action;

28 (b) Experts (as defined in this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this Action and who have signed the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (c) the Court and its personnel;

4 (d) court reporters and their staff;

5 (e) the author or recipient of a document containing the information or a  
6 custodian or other person who otherwise possessed or knew the information;

7 (f) professional jury or trial consultants, mock jurors, and Professional  
8 Vendors to whom disclosure is reasonably necessary for this Action and who have  
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);” and

10 (g) any mediator or settlement officer, and their supporting personnel,  
11 mutually agreed upon by any of the Parties engaged in settlement discussions.

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
13 OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation  
15 that compels disclosure of any information or items designated in this Action as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification will  
18 include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or order to  
20 issue in the other litigation that some or all of the material covered by the subpoena  
21 or order is subject to this Protective Order. Such notification will include a copy of  
22 this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be pursued  
24 by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order will not produce any information designated in this Action  
27 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by  
28 the court from which the subpoena or order issued, unless the Party has obtained the

1 Designating Party's permission. The Designating Party will bear the burden and  
2 expense of seeking protection in that court of its confidential material and nothing in  
3 these provisions should be construed as authorizing or encouraging a Receiving Party  
4 in this Action to disobey a lawful directive from another court.

5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
6 PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a Non-  
8 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
9 CONFIDENTIAL." Such information produced by Non-Parties in connection with  
10 this litigation is protected by the remedies and relief provided by this Order. Nothing  
11 in these provisions should be construed as prohibiting a Non-Party from seeking  
12 additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce  
14 a Non-Party's confidential information in its possession, and the Party is subject to an  
15 agreement with the Non-Party not to produce the Non-Party's confidential  
16 information, then the Party will:

17 (1) promptly notify in writing the Requesting Party and the Non-Party  
18 that some or all of the information requested is subject to a confidentiality agreement  
19 with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the Non-  
24 Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14  
26 days of receiving the notice and accompanying information, the Receiving Party may  
27 produce the Non-Party's confidential information responsive to the discovery request.  
28 If the Non-Party timely seeks a protective order, the Receiving Party will not produce

1 any information in its possession or control that is subject to the confidentiality  
2 agreement with the Non-Party before a determination by the court. Absent a court  
3 order to the contrary, the Non-Party will bear the burden and expense of seeking  
4 protection in this court of its Protected Material, with the Court having the discretion  
5 to shift costs.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
12 persons to whom unauthorized disclosures were made of all the terms of this Order,  
13 and (d) request such person or persons to execute the “Acknowledgment and  
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
21 may be established in an e-discovery order that provides for production without prior  
22 privilege review.

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
27 Protective Order no Party waives any right it otherwise would have to object to  
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.  
3 Nothing in these provisions should be construed as prohibiting a Party from seeking  
4 additional protections.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any  
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
7 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
8 Protected Material at issue. If a Party's request to file Protected Material under seal  
9 is denied by the court, then the Receiving Party may file the information in the public  
10 record unless otherwise instructed by the court.

11 13. FINAL DISPOSITION

12 After the final disposition of this Action, as defined in paragraph 4, within 60  
13 days of a written request by the Designating Party, each Receiving Party must return  
14 all Protected Material to the Producing Party or destroy such material. As used in this  
15 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
16 summaries, and any other format reproducing or capturing any of the Protected  
17 Material. Whether the Protected Material is returned or destroyed, the Receiving  
18 Party must submit a written certification to the Producing Party (and, if not the same  
19 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
20 (by category, where appropriate) all the Protected Material that was returned or  
21 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
22 abstracts, compilations, summaries or any other format reproducing or capturing any  
23 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
24 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
25 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
26 reports, attorney work product, and consultant and expert work product, even if such  
27 materials contain Protected Material. Any such archival copies that contain or  
28 constitute Protected Material remain subject to this Protective Order as set forth in


1 Section 4 (DURATION).

2 14. Any willful violation of this Order may be punished by civil or criminal  
3 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
4 authorities, or other appropriate action at the discretion of the Court.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 EARLY SULLIVAN WRIGHT  
7 GIZER & McRAE LLP

8 DATED: 04/17/2025

  
9 Devin A. McRae  
10 Lisa L. Boswell  
11 Sophia S. Lau  
12 Rebecca L. Claudat  
13 Attorneys for Plaintiffs  
14 ROB GRABOW and PARADISE  
15 VALLEY PICTURES LLC

16 O'MELVENY & MYERS LLP

17 DATED: \_\_\_\_\_

18 Molly M. Lens  
19 Cassandra Seto  
20 Nicole Billington  
21 Attorneys for Defendants  
22 Netflix, Inc., Chernin Entertainment,  
23 Llc, Wise Entertainment, Inc., Lake  
24 Ellyn Entertainment, Inc., Springhill  
25 Entertainment LLC, Lebron James,  
26 Sterlin Harjo, and Sydney Freeland

27 JASSY VICK CAROLAN LLP

28 DATED: \_\_\_\_\_

Kevin L. Vick  
Jordyn E. Ostroff  
Attorneys for Defendant Brit Hensel



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8 DATED: \_\_\_\_\_

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12 Sophia S. Lau  
13 Rebecca L. Claudat  
14 Attorneys for Plaintiffs  
15 ROB GRABOW and PARADISE  
16 VALLEY PICTURES LLC

17 O'MELVENY & MYERS LLP

18 DATED: 4/17/25 \_\_\_\_\_

19   
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21 Cassandra Seto  
22 Nicole Billington  
23 Attorneys for Defendants  
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25 Llc, Wise Entertainment, Inc., Lake  
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JASSY VICK CAROLAN LLP

DATED: \_\_\_\_\_

Kevin L. Vick  
Jordyn E. Ostroff  
Attorneys for Defendant Brit Hensel

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7 GIZER & McRAE LLP

8 DATED: \_\_\_\_\_

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15 VALLEY PICTURES LLC

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24 Ellyn Entertainment, Inc., Springhill  
25 Entertainment LLC, Lebron James,  
26 Sterlin Harjo, and Sydney Freeland

27 JASSY VICK CAROLAN LLP

28 DATED: 04/17/2025

Kevin L. Vick  
Jordyn E. Ostroff  
Attorneys for Defendant Brit Hensel

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2  
3 DATED: April 18, 2025

*Patricia Donahue*

4 HON. PATRICIA DONAHUE  
5 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Rob Grabow, et. al. v. Netflix, Inc., et. al.* (Case No. 2:24-cv-09822-FLA-PDx . I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_